



State of Arizona

Department of Health Services

Request For Grant Application (RFGA)

RFGA Number:

HR954101

RFGA Due Date / Time:

October 16, 2008 at 3:00 P.M. Local Time

Submittal Location:

Arizona Department of Health Services
1740 West Adams Street, Room 303
Phoenix, Arizona 85007

Description of Procurement: SYPHILIS ELIMINATION AND PREVENTION SERVICES

Pre-Application Conference:

September 18, 2008

10:00 A.M.

**1740 West Adams
Room 309**

Date

Time

Location

In accordance with A.R.S. §41-2701, competitive Sealed Grant Applications to provide materials or services specified will be received by the Arizona Department of Health Services, at the above-specified location until the time and date cited. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for solicitation amendments.

Applications must be in the actual possession of the Arizona Department of Health Services, on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Applications must be submitted in a sealed envelope or package with the RFGA Number and the Applicant's name and address clearly indicated on the envelope or package. All Applications must be completed legibly in ink or typewritten. Additional instructions for preparing an Application are included in this RFGA.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Grant Solicitation Contact Person.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.

Grant Solicitation Contact Person:

Cindy Sullivan

Name

(602) 542-2934

Telephone

sullivc@azdhs.gov

Email Address



GRANT APPLICATION

RFGA NO. HR954101

Arizona Department Of Health Services
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

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GRANT APPLICATION
RFGA NO. HR954101

Arizona Department Of Health Services
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: _____

Applicant's Federal Employer Identification Number: _____

Applicant's Name _____

Name of Person Authorized to Sign Application
(Please type or print) _____

Street Address _____

Title of Authorized Person _____

City _____ State _____ Zip Code _____

Signature of Authorized Person _____ Date _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Acknowledgement of Amendment(s):
(Applicant acknowledges receipt of amendment(s) to the Request for Grant Application and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)

Your Application, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number **HR954101**.

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2008.

State Government Administrator

In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran. In accordance with A.R.S. 35-397, the offeror hereby certifies that the offeror does not have any scrutinized business operations in Sudan.

INTRODUCTION
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STATEMENT OF PURPOSE

The mission of the Arizona Department of Health Services (ADHS) Sexually Transmitted Disease (STD) Control Program in the Office of HIV, STD and Hepatitis C (OH/S/H) is to strengthen Sexually Transmitted Disease prevention, intervention and control in Arizona through education, surveillance, collaboration and program development.

INTRODUCTION

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WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION

What is the Funding Source for this Grant?

Federal appropriations (CDC 93.977) from the Comprehensive STD Prevention Systems (CSPS)-Syphilis Elimination Effort (SEE) funding support these grant activities.

What is the Total Amount of Available Funds?

The goal of the syphilis elimination and prevention services grant is to provide \$50,000 in individual grants to community-based organizations who provide syphilis prevention services to men who have sex with men or women at high-risk for delivering babies with congenital syphilis. These services shall include: general syphilis outreach, education and prevention services to Hispanics, African Americans, Native Americans or other populations in prioritized areas of the State as designated by ADHS. The total program funding available for this grant process is \$100,000. Eligible Applicants may receive up to **\$50,000** per contract year.

What will this Grant Fund?

The grant funds can be used to provide one or more of the following **syphilis prevention, control and elimination** activities:

- STD prevention education;
- STD prevention counseling;
- Educational materials on syphilis and other STD prevention;
- Education materials on congenital syphilis;
- Syphilis testing supplies;
- Prophylactics;
- Information on local resources that offer STD testing;
- Sexual health skills training and education;
- Incentives for syphilis testing and testing outreaches;
- Focus group testing supplies; and
- Social marketing/media campaign materials.

Funds **may not** be used to purchase capital equipment.

ELIGIBILITY
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ELIGIBLE APPLICANTS

Who is Eligible to Apply for this Funding?

Private, non-profit (classified as 501c by the Internal Revenue Service), corporations, and public agencies who effectively work with men who have sex with men (MSM), and/or women at high risk for giving birth to babies with congenital syphilis are eligible to apply. Complete review of all grant applications will include the determination of any conflicts of interest.

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SPECIAL INSTRUCTIONS TO APPLICANTS

1. Application Opening:

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read at this time. After Grant award, the applications and evaluation documents shall be open for public inspection.

2. Evaluation Criteria:

Grant Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:

- a. Written responses to Page Fifteen (15) to Page Eighteen (18), Section Three (3), Applicant Requirements, Items A-D and F of the Scope of Work.
- b. Applicant's Organizational Capacity based on the written responses to Page Seventeen (17), Section Three (3), Applicant Requirements, Item E of the Scope of Work. Applicant must demonstrate the ability to perform services as reflected by availability and suitability of staff resources.
- c. Collaboration as demonstrated with memorandums of understanding, sub-contracts and letters from collaborative agencies describing support of the **proposed** partnership.
- d. Itemized budget, budget justification, and price sheet showing proposed cost(s) including other sources of funds as completed pursuant to Page Eighteen (18), Section Three (3), Applicant Requirements, Item G of the Scope of Work.

3. Written Questions:

Submit any questions about the RFGA needing clarification, in writing, not later than seven (7) working days prior to the RFGA due date to:

Cindy Sullivan
Arizona Department of Health Services
Office of Procurement
1740 W. Adams, Room 303
Phoenix, AZ 85007
Fax: 602-542-1741
Email: sullivc@azdhs.gov

4. Confidential Information:

If an Applicant believes that their Application contains information that should be withheld, a statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The Applicant shall stamp or specifically identify all information believed to be confidential. The information identified by the Applicant as confidential shall not be disclosed until the State Government Administrator (or his/her designee) makes a written determination. The Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Administrator determines the information is not confidential, the Administrator shall inform the applicant in writing of such determination.

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5. Discussion:

The ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.

6. Multiple Awards:

ADHS reserves the right to award grants to multiple Applicants. In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, the ADHS reserves the right to award Grants to multiple Applicants.

7. Application Acceptance Period:

To be eligible for grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

8. Collaborative Partnerships within Program Areas:

The State encourages partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When proposing partnerships, provide letters of agreement or memoranda of understanding describing the roles and responsibilities each partner will assume and signed by appropriate partners.

9. Authorized Signature:

- a. For any document that requires the Applicant's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the Grant Application.
 - (2) Partnership: A Partner must sign the Grant Application.
 - (3) Corporation: A duly authorized Corporate Officer must sign the Grant Application.
- b. If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

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HOW TO PREPARE AND SUBMIT APPLICATION

1. Read and familiarize yourself with all sections of this RFGA.
2. Definition of Terms used in this RFGA:
 - a. **“Activities”** are day-to-day and periodic things that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.
 - b. **“ADHS”** means the Arizona Department of Health Services.
 - c. **“Attachment”** means a document that must be filled out and included as part of the Grant Application.
 - d. **“Department”** means the Arizona Department of Health Services.
 - e. **“Exhibit”** means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.
 - f. **“Key personnel”** means staff involved in the planning, administration, operation, or monitoring of this grant.
 - g. **“Shall or Must”** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an application as non-responsive.

3. **Required Application Information.** The following shall be submitted concurrent with and as part of the Application:

One (1) original and three (3) copies of each Application shall be submitted on the forms and in the format specified in the RFGA. If responses are typewritten, they shall be in a 12-point font and single-spaced. The original ink signed Application shall be clearly labeled **“ORIGINAL”**. The three (3) copies shall be submitted and marked as “copy”. The ADHS will not provide any reimbursement for the cost of developing or presenting Applications in response to this RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Application. Applications shall have a table of contents, tabs for each section, and shall be provided in one (1)-inch, three (3) ring binders, labeled with the Applicant’s name and program title. All pages shall be sequentially numbered and material shall be in the following sequence and related to the RFGA:

- a. Table of Contents for entire application with page numbers;
- b. Signed Application and Award Document;
- c. Written responses to the Scope of Work, Applicant Requirements, Section 3;
- d. Contact Information in Scope of Work, completed;
- e. Completed Price Sheet;
- f. Applicant’s Key Personnel;
- g. Budget Development Worksheet;
- h. Completed List of Other Funding Sources; and
- i. Other Attachments: As applicable-for example, copies of subcontracts, examples of Applicant’s program materials. Other attachments shall not exceed ten (10) pages.

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4. Submit completed Applications on or before **October 16, 2008** at 3:00 PM Local Time to the Arizona Department of Health Services, Procurement Office, 1740 W. Adams, Room 303, Phoenix, Arizona, 85007.
5. Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read publicly and recorded.
6. ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.
7. Keep a copy of this solicitation and submitted Grant proposal. If awarded, the Grantee shall be bound to the services listed by the Grant proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
8. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS & GRANTEES:**

By signing the Grant Application, the Applicant warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Applicant shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

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1. **Grant Term.** The initial term of this Grant shall commence upon award, and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** This Grant shall not bind nor purport to bind ADHS and the Grantee for any grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in one (1)-year increments, not to exceed a total grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.
3. **Grant Reimbursement:** Reimbursement shall be made on a NOT TO EXCEED basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence within ninety (90) days of award. Work shall not be performed without a Purchase Order.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility. Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
8. **Suspension or Debarment Status.** If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
10. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.
11. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.

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- 12. Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
- 13. Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
- 14. Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

Federal Funding. Grantees receiving Federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

State Funding. Grantees receiving Federal funds under this Contract shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

15. Grant Restrictions.

Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services."

- 16. Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
- 17. Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
- 18. Subcontracts.** The Grantee shall not enter into any Subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Grant.
- 19. Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
- 20. Federal Procurement Suspension/Debarment.** All applicants, upon submittal and signature of their application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
- 21. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both

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the ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by ADHS, Grantee agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

22. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers. Grantees shall declare all anticipated offshore services in the Grant Application.

23. Federal Immigration Laws, Compliance by State Contractors. By entering into the Grant, the Grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Grantee shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Grant. The Grantee and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Grantee or subcontractor performing work under the Grant. Should the State suspect or find that the Grantee or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Grant for default, and suspension and/or debarment of the Grantee. All costs necessary to verify compliance are the responsibility of the Grantee.

24. Arbitration: The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

25. Purchase Orders:

The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

26. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of

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Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

27. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language:

“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W. Adams, Room 303, Phoenix, Arizona, 85007 and shall be sent by certified mail, return receipt requested.

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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W. Adams, Room 303, Phoenix, Arizona, 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies ~~or~~ Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

28. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the Pandemic Performance Plan shall include:
 - a. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - b. Alternative methods to ensure there are products in the supply chain.
 - c. An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

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- a. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
- b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- c. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

29. EFFECTIVE SEPTEMBER 30, 2008 – COMPLIANCE WITH A.R.S. 41-4401

1. By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and relations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
2. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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SYPHILIS ELIMINATION AND PREVENTION SERVICES

1. BACKGROUND:

The Arizona Department of Health Services (ADHS) Sexually Transmitted Disease (STD) Control Program in the Office of HIV, STD, and Hepatitis C (OH/S/H) Services expects to receive funds from the Centers for Disease Control and Prevention (CDC) to support syphilis prevention, control, and elimination activities by Community Based Organizations (CBO) in collaboration with ADHS, county health departments, and other collaborating partners.

Arizona faces the ongoing challenge of high sexually transmitted disease rates. In 2007, the primary and secondary syphilis case rate in Arizona was 4.4 cases per 100,000 population. The ADHS STD Control Program has targeted efforts aimed at reducing syphilis rates in Arizona in general and Maricopa County in particular; however, primary and secondary syphilis rates remain high. In 2007, there were 285 cases of primary and secondary syphilis in Arizona. Of the 285 cases, 185 were from Maricopa County and 72 were from Pima County. The high rates of primary and secondary syphilis impact the rates of congenital syphilis in Arizona. From 2003 to 2005, Arizona led the United States in the congenital syphilis case rate. In 2007, the congenital syphilis case rate in Arizona remained among the top ten of all states in the nation. A significant portion of affected persons with primary and secondary syphilis in 2007 resided, at the time of diagnosis, in the following Phoenix zip codes: 85007, 85008, 85009, and 85015. Furthermore, a sizable number of these cases resided in the following Tucson zip codes: 85701, 85705, 85706, 85713, and 85716.

In Arizona, as in the United States, syphilis affects both males and females; however, more cases occur among males than females. In 2007, males accounted for 78% of primary and secondary syphilis cases in Arizona, while females accounted for 21% of these cases. During this period, primary and secondary syphilis rates were highest among African Americans (11.0 cases per 100,000 population), followed by Native Americans (8.9 cases per 100,000 population), Hispanics, irrespective of race (3.4 per 100,000 population), and Whites (2.5 cases per 100,000 population). For 2007, a vast majority of primary and secondary syphilis cases in Arizona occurred among individuals age 20 to 59.

For the last six years, the majority of congenital syphilis cases in Arizona were born to Hispanic women (47% of cases in 2007). Self-reported men who have sex with men (MSM) are at high risk for primary and secondary syphilis, particularly in Maricopa and Pima counties. In 2007, 70% of males diagnosed with primary and secondary syphilis in Maricopa and Pima counties were MSM. This rate has increased by 48% since 2002.

2. OBJECTIVE/GOALS:

- A. To reduce syphilis morbidity in Arizona through interventions, education, outreach and increased testing contributing to ADHS efforts to reach the Healthy People 2010 goal of having a statewide syphilis case rate of 0.2 cases per 100,000 population.
- B. To reduce congenital syphilis morbidity and mortality in Arizona through interventions, education, outreach and increased testing contributing to ADHS efforts to reach the Healthy People 2010 goal of having a congenital syphilis case rate of 1 per 100,000 population.

3. APPLICANT REQUIREMENTS:

The Grantee shall retype each of the following sections below, and then describe the related methodology they plan to use to perform and complete the services, or provide the information & data being requested.

A. AREA/POPULATION/NEEDS/RESOURCES: *(not to exceed one (1) page, not including Attachments)*

Submit a brief statement indicating the proposed geographical area to be covered and the proposed/potential client population to be reached, other people or groups who will play a role in the

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development or implementation of the program, the relevant risk and protective factors/assets, and the identification of other resources currently directed toward the target population.

1. What Target Population will the application be targeting? What areas of Arizona?
2. Identify the external team. What other individuals or organizations (key stakeholders who have a vested interest in the stated problem) are involved in the development and/or implementation of the application and what are their specific roles?
3. Identify the internal team. Who are the individuals within the Applicant's organization involved in the development and implementation of the application and what are their specific roles? It will be particularly important to show there will be continuity of staff as the application moves from development to the implementation.
4. What other resources (federal, state, or local funds plus any in-kind resources) in your community are currently being directed toward the target population?
5. Will the application support or enhance those efforts? If so, how?
6. Describe the Applicant's/collaboration's ability to meet the identified needs and give examples of experience in implementing related programs and the outcomes of those programs.

B. GOALS AND OUTCOME OBJECTIVES: *(not to exceed one (1) page)*

Describe the broad statements of intent (goals) and the measurable, time-specific outcomes (objectives) that will address the identified problem/needs. Goals are general and should reflect what changes are desired within your targeted population. Objectives should support the goals, should describe specific changes that will be accomplished within a certain period of time and are able to be measured. It is critical that the goals and objectives are realistic in terms of both time and available resources. Therefore, it may be necessary to develop intermediate or short-term objectives. **The Grant time period to be reflected in the goals will be approximately three years; from January 1, 2009 – December 31, 2011. The Grant time period to be reflected in the objectives will be related to the one year goals from approximately January 1, 2009 – December 31, 2009.**

1. State the goal(s) that will address the identified problem/need (three (3) year goal(s) and one (1) year goal(s)).
2. For each goal (related to the one (1) year time period), identify an objective(s) that:
 - a. Describes what will be expected to change in the targeted population/area (for example, increase in syphilis testing participation by targeted community members.);
 - b. Quantifies how much will change (for example, increase or decrease in numbers, percentages, etc.); and
 - c. Gives a specific date by which the change(s) will occur.
3. Explain how the goals and objectives are linked to the identified problem/needs and the selected risk and/or protective factors.

C. STRATEGIES/APPROACHES: *(not to exceed three (3) pages, not including Attachments)*

Applicants should propose an innovative strategy to reduce syphilis morbidity in their targeted high-risk population(s). Identify and describe the intervention(s) chosen to reach the stated goals and outcome objectives. These strategies and approaches can be total programs that have already been proven effective in addressing the identified problem/needs, they can be adaptations or strategies selected from

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effective programs, or they can be programs the applicant has created. If an original or adapted program is chosen, be sure the components of the program are backed up by science-based theory related to the particular problem/need and target population/area being addressed.

1. Describe the strategies/approaches (program) that will be used to meet the goals and objectives.
2. Explain how the selected strategies/approaches fit with the problem/need and will lead to achieving the stated goals and objectives.
3. Describe the extent to which the community is ready to improve current conditions and implement the selected strategies/approaches. Provide memorandums of understanding, sub-contracts and letters of collaboration with/from local community agencies, case management agencies, medical and/or dental offices, or other entities.
4. Provide any program evaluation data that support strategies/approaches for targeted population/area.
5. Explain how do the strategies/approaches connect to the selected health risk and protective factors/assets for people living with HIV/AIDS.
6. Describe the characteristics of the targeted population and explain, as needed, how the strategies/approaches are culturally competent, age appropriate and gender responsive.

D. IMPLEMENTATION PLAN

1. Sequentially list the activities needed to implement the strategies/approaches including timelines and responsibilities. (See Exhibit 1 – Sample Implementation Plan).
2. Describe the plan for recruitment and outreach of participants/clients.
3. Describe any anticipated barriers to participation and/or completion and your plans to overcome those barriers.
4. Describe any training that will be needed for existing and/or new staff.
5. How and when will this training be delivered?
6. Develop a set of process objectives that will be used to measure the effectiveness of the implementation (for example, number of participants attending/completing, participant satisfaction, adequacy of resources, and timely completion of activities. Additional examples of process objectives may be given).

E. ORGANIZATIONAL CAPACITY: *(not to exceed two (2) pages, not including Attachments)*

Provide a description of the organizational capacity needed to put the strategies/approaches into action. It should include all the elements that will be required to accomplish the strategies/approaches for the duration of the Grant.

- a. Provide a description of the applicant's background including organization history, organization chart, location, number of years in business, financial statements, types of services provided, number of full and part-time employees, letters of reference and letters of support;
- b. Provide a description of applicant's background and work history with the proposed program or similar programs with outcome;

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- c. Provide a description of the ability to provide intervention and prevention services for the at risk population;
- d. Provide a documented history of collaboration with local health departments and community based organizations;
- e. Provide resumes of key personnel responsible for the delivery of contract services including name, title, responsibilities, time on project and copy of professional license or certification, if applicable. If specific individuals are not yet identified provide a detailed job description. Complete **Attachment 1**; and
- f. If any part of the Applicant's services/work on any grant awarded pursuant to this RFGA is to be performed by subcontractors or consultants, the Applicant shall identify such parties and describe their functions. The Applicant shall also include resumes of the senior/executive officers and key personnel of the subcontractors to be assigned to this grant.

F. PROGRAMMATIC EVALUATION PLAN: *(not to exceed one (1) page, not including Attachments)*

The Applicant should describe the intended process for determining whether or not the program is working and what can be done to make the program more effective. The evaluation should be directly connected to both the process objectives included in the Implementation Plan and the outcome objectives in Goals and Outcome Objectives. The process/formative evaluation should measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation.

- A. Who will have overall responsibility for the process and outcome evaluations?
- B. What resources (for example, personnel, supplies and other related costs) will be needed to evaluate the program? The funds dedicated to evaluation shall be reflected in the budget. Provide copies (if applicable) of consultant sub-contracts including resumes and description of past work.
- C. How will each process objective be measured (for example, attendance sheets, adequacy of materials and resources, and participant satisfaction surveys)?

G. RESOURCES AND BUDGET: *(not to exceed two (2) pages)*

Provide a simple budget. Information is needed only for the project for which you are requesting funding, not for the organization as a whole. **Note the following:**

- A. Funds may be used for personnel costs.
- B. Funds may not be used to pay for capital equipment, direct clinical services, or for physical construction or renovation of a facility or space within a building.
- C. Complete **Attachment 2 – Budget Development Guidelines and Worksheet**.

PLEASE USE THIS FORMAT. List all resources that will be needed to implement the strategies/approaches. These resources may be financial as well as involve curriculum, supplies, space, and equipment. Provide a narrative justification for each expense category. Explain where these resources will be obtained including existing resources, other Grants, donations and contributions, both financial and in-kind (Complete **Attachment 3**).

D. Complete **Attachment 5 - Price Sheet**

Provide budgetary categories that will be used in accordance with the Budget Development Guidelines and Worksheet, Attachment 3.

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4. ADDITIONAL TASKS:

All recipients of this Grant funding shall be required to:

- A. Attend meetings with their respective County/Local health departments STD Control Program on a monthly basis.
- B. Attend meetings with the ADHS STD Control Program on an as needed basis.
- C. Collaborate with ADHS and County/Local Health Departments on the design and implementation of behavioral intervention that targets a high risk population.
- D. Support, promote, and participate in the evaluation of behavioral intervention in selected sites.
- E. Perform effective health education/risk reduction presentations and present health education and risk reduction messages to their targeted high-risk group(s).
- F. Obtain ADHS consultation and review regarding the contents of their presentations.
- G. Communicate on a regular basis with the County, State and CDC officials involved in syphilis elimination activities.
- H. Provide education, prevention information, and outreach during ADHS and County Health Department sponsored/supported STD related events.
- I. Work with and assist the County/Local Health Departments with mobile and door-to-door outreach and prevention efforts and participate in ADHS and County/Local Health Department designated monthly meetings to plan outreach.
- J. Participate in ADHS and County/Local Health Department STD related events, statewide meetings and training sessions.

5. APPROVAL:

The Grantee shall submit the Contractor Expenditure Reports that will delineate the expenses incurred to the STD Control Program Manager for review and approval of all reports and deliverable requirements, prior to payment authorization. Attachments verifying specific performance of agreed activities are required. The due date for the monthly CER with completed attachments is 15 days after the last day of the each month. (See **Exhibit 1, Contractor Expenditure Report**)

6. DELIVERABLES:

- A. Grantees are required to **submit monthly fiscal and program reports** to ADHS, STD Control Program as well as program narratives. The monthly fiscal and program reports are due on the 30th of every month. Program reports should detail process measures. No payment will be made to the provider if the required programmatic and fiscal reports have not been received.
- B. **Quarterly narrative programmatic reports** are due on the 30th of every month following a quarter. Grantees will submit a quarterly work plan with objectives and activities that are specific, measurable, attainable, realistic, and time specific.

7. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- a. Notice, Correspondences, Reports and Invoices from the Grantee to the ADHS shall be sent to:
Arizona Department of Health Services
Office of HIV/STD/Hepatitis C Services

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Alfonso Urquidi, MPA; STD Program Manager
150 North 18th Avenue, Suite 140
Phoenix, Arizona 85007
Telephone: 602-364-3661
Facsimile: 602-364-2119
E-Mail: Will be provided upon grant award

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- b. Notice, Correspondences and Report from the ADHS to the Grantee shall be sent to:

Organization: _____

Attention: _____

Street Address: _____

City, State and ZIP Code: _____

Telephone: _____

Email: _____

- c. Payments from ADHS to the Grantee shall be sent to:

Organization: _____

Attention: _____

Street Address: _____

City, State and ZIP Code: _____

<p align="center">ATTACHMENT 1</p> <p align="center">APPLICANT'S KEY PERSONNEL</p>
<p align="center">RFGA NO. HR954101</p>

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INSTRUCTIONS:

List all key personnel by name, position and/or title, responsibilities and percent of time assigned to this Grant. Key personnel is defined as staff involved in the planning, administration, operation, or monitoring of this Grant.

Applicant shall attach a resume for each of the key personnel proposed.

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ATTACHMENT 2

BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

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Specific types of Provider costs are to be grouped into six (6) budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines.

1. PERSONNEL SERVICES

- a. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of contract services.
- b. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other approved method.
- c. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the contract period must be included in the budgeted salary costs.

2. EMPLOYEE RELATED EXPENSES (ERE)

- a. Employee Related Expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the Contract must be earned during the Contract period. Benefits accrued prior to the Contract, but not yet paid out, are not expenses allowed by the Department.
- b. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

3. PROFESSIONAL AND OUTSIDE SERVICES

- a. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- b. A written specification of each of the consultant services to be performed is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a Per Hour billing basis.

4. TRAVEL

- a. Travel will include the cost of transporting staff and clients during the provision of contract services. The following allowable travel costs are included within this category:
 - (1) Staff-owned vehicles: mileage reimbursement;
 - (2) Provider agency-owned vehicles: operating expenses and depreciation;
 - (3) Sub-contracted travel services;
 - (4) Rented vehicles;
 - (5) Government motor pool vehicles;

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BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

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(6) Public transportation; and

(7) Per diem.

b. Staff-Owned Vehicles

The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the applicant's designated mileage reimbursement rate. In public Provider agencies, the mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be budgeted for employees using their vehicles for contract services.

c. Provider Agency-Owned Vehicles

(1) Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.

(2) There are two methods to budget motor vehicles with regard to acquisition cost:

(3) The vehicle may be purchased with Provider agency funds. The cost will be depreciated over the useful life of the vehicle. The current year depreciation expense is listed in the Travel Category of the Service Budget.

(4) The agency may budget the entire acquisition cost as a first year expense under the Equipment Category.

d. Rented Vehicles

If either a public or private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle. If a vehicle has been rented by the Provider until its acquisition cost has been reduced to below \$5,000, it may be purchased and budgeted as a current cost.

e. Motor Pool Vehicles

Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

f. Public Transportation

In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

g. Per Diem

While Providers are encouraged to minimize the overnight travel costs, certain contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the applicants designated per diem reimbursement rate. For private non-profit agencies, the current State of Arizona per diem rate shall be used. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

ATTACHMENT 2

BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

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5. OTHER OPERATING

- a. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.
- b. The costs of materials and supplies, necessary for the delivery of contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.

- c. Program Supplies

Program supplies include consumable supplies used directly in the provision of contract services.

- (1) Materials

- (a) Materials are consumable supplies used directly by the clients in the provision of contract services. Material supplies will include but are not limited to:
 - (b) Arts and Crafts;
 - (c) Housekeeping Goods (dishes, linens, etc.);
 - (d) Client Activities Costs;
 - (e) Toys; and
 - (f) Literature.

- (2) Medical Supplies: Medical supplies should be budgeted on an actual cost basis.

- d. Office Supplies

- (1) General Office Supplies

Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.

- (2) Equipment

Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category.

- (3) Postage

Postage may be budgeted by applying a monthly base to the total number of months in the contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

- (4) Reproduction and Printing

The cost of printing and reproduction services, necessary for the performance of the Contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

ATTACHMENT 2

BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

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e. Maintenance of Space

This item refers to costs necessary for the upkeep of the Provider's facilities which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

f. General Operating

- (1) Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.
- (2) Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for contract services, will be permitted.
- (3) Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those which the Provider agency should normally use as good business practice will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.
- (4) Advertising: To acquire quality goods or services at a low cost; to recruit potential employees; or to inform the public of the availability of services.
- (5) Training: Provider agency employees are eligible for training directly related to the contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for this budgeted expense must be documented in the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.
- (6) Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the contract services. The following types of costs may be part of this item's budget expense:
 - (a) Library - purchases and fees;
 - (b) Subscriptions - professional literature;
 - (c) Membership - dues; and
 - (d) Professional activities, clubs and meetings.
- (7) General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the Contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

6. CAPITAL OUTLAY (EQUIPMENT)

- a. The cost of equipment essential to the delivery of contract services and the maintenance of that equipment is allowable as a budgeted expense. Equipment which materially increases the value or useful life of a facility is unallowable.
- b. The Equipment Category, which includes office and program equipment, has been subdivided into two (2) sections: 1. Equipment Costs, and 2. Equipment Maintenance Costs. (Provider agencies should note that vehicle-operating expenses are to be budgeted within the Travel Category.)

ATTACHMENT 2 BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET
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c. Capital Equipment Costs

Capital equipment costs may be budgeted through one of the following four methods:

- (1) Purchase;
- (2) Rental/Lease;
- (3) Depreciation; and
- (4) Use Allowance.

d. Equipment Maintenance Costs

- (1) To keep equipment at an efficient operating level, various maintenance services may be necessary.
- (2) Maintenance services provided by vendors either under a services subcontract or as random repairs will be budgeted under this sections. Care must be used that costs of maintenance services call do not duplicate maintenance fees provided for in rental agreements. Maintenance costs must be calculated in proportion to the use of the item by the Provider agency in the delivery of contract services.

7. OTHER

a. Administrative Costs

Administrative costs are those incurred for a common or joint purpose benefiting more than one cost objective or activity and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

ATTACHMENT 2

BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

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1. <u>Personnel</u> (use additional pages, if necessary)			Total Salary for % Allocated
FTE %	Position/Title	Name of Employee	
			\$
TOTAL			\$
2. <u>Employee Related Expenses</u>			
Item	Basis		
FICA			\$
Unemployment Insurance			\$
Worker's Compensation			\$
Retirement			\$
Life Insurance			\$
Health Insurance			\$
TOTAL			\$
3. <u>Professional and Outside Services</u>			
Item	Basis		
			\$
TOTAL			\$
4. <u>Travel Expenses</u>			
Item	Basis		
			\$
TOTAL			\$
5. <u>Other Operating</u>			
Item	Basis		
			\$
TOTAL			\$
6. <u>Capital Outlay Expenses</u>			
Item	Basis		
			\$
TOTAL			\$
7. <u>Other</u>			
Item	Basis		
			\$
TOTAL			\$
GRAND TOTAL			\$

ATTACHMENT 3 OTHER FUNDING SOURCES

RFGA NO. HR954101

List of Other Funding Sources

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source that may be utilized to support the proposed project. Also list all funding received by your agency that is utilized to provide related HIV or STD prevention services. Use a continuation sheet if necessary.

Type of Funding (Federal, State, local, other)	Received From	Amount	Term of Funding (Effective date/Ending date)
TOTAL:			

**ATTACHMENT 4
PRICE SHEET**

RFGA NO. HR954101

COST REIMBURSEMENT LINE ITEMS	AMOUNT
PERSONNEL	\$
ERE	\$
PROFESSIONAL/OUTSIDE SERVICES	\$
TRAVEL EXPENSES	\$
OPERATING EXPENSES	\$
CAPITAL OUTLAY EXPENSES	\$
OTHER EXPENSES	\$
TOTAL	\$

Applicant to enter amount requested from the Budget Development Guidelines and Form
in the appropriate spaces above.

Note: With the ADHS Program Manager approval, the Awardee is authorized to transfer among line items up to 10% of the total budget amount as shown on the Price Sheet/Fee Schedule. Any proposed transfer of funds among line items that exceeds 10% of the budget amount shall require an amendment to the Grant. Transfer of funds from a funded line to a non-funded line is not allowed.

**EXHIBIT 1
TIMELINE**

RFGA NO. HR954101

TIMELINE

The following is provided as an **EXAMPLE ONLY**

TASK	PERSON RESPONSIBLE	VERIFICATION	START DATE	END DATE
Hire Program Staff	Project Coordinator	Signed Letter of Employment	January 1, 2008	December 31, 2009
Develop Program Materials	Staff	Program Materials	January 1, 2008	December 31, 2009
Facilitate Syphilis Prevention/Testing Outreaches	Program Coordinator	Outreach meetings held, Outreach, and Other Required Documentation	January 1, 2008	December 31, 2009

EXHIBIT 2

CONTRACTOR'S EXPENDITURE REPORT INSTRUCTIONS

RFGA NO. HR954101

Contractor's Expenditure and Requirement Report Instructions

This is a multi-purpose form for use by agencies that have a Negotiated Service Contract with the Arizona Department of Health Services. It should be filled out, signed by an authorized person and mailed to the Department not later than the 15th day of the month following the expenditure period or in accordance with the contract. Later submission will delay the allotment of contract funds for the following month.

1. Contract Number
2. Contractor's Name
3. Title of program
4. Reporting Period Covered: From _____ To _____

A. Check appropriate box:

- ☐ Cost Reimbursement – Cumulative Actual expenditures from the beginning of the Contract Period.
- ☐ Fixed Price – reimbursement type contract.

B. Check appropriate box.

5. Detailed statement of expenditures (Cost Reimbursement)

- ITEM a. Approved budget indicates the total budget for the current contract term. The Line Item Budget per the contract price sheet must be shown.
- ITEM b. Prior Report Period Year to Date Expenditures are taken from Column D (Total Year to Date Expenditures) of the CER for the prior reporting period.
- ITEM c. Current Reporting Period Expenditures are accumulated expenses incurred from the beginning of the Reporting Period Covered, broken down by line item.
- ITEM d. Total Year to Date Expenditures = Column B (Prior Report Period Year to Date Expenditures) plus Column C (Current Reporting Period Expenditures).

6. Detailed Statement of Fixed Price Contracts

A. Type of Unit – From unit description/deliverable on price sheet.

- ITEM 1. Rate per Unit from contract price sheet.
- ITEM 2. Number of Units Provided for the current Reporting Period.
- ITEM 3. Item (1) times Item (2) = Total Funds Earned this Reporting Period.
- ITEM 4. Prior Report Period Year to Date Funds Earned are taken from Column 5 (Total Year to Date Funds Earned) of the CER for the prior reporting period.
- ITEM 5. Item (3) plus Item (4) = Total Year to Date Funds Earned.

7. Contractor Certification: it is the responsibility of the Chief Executive Officer of the reporting agency to insure valid representation of the agency's expenditures or units reported on Fixed Rate Contracts. Once satisfied, the Chief Executive Officer must sign and date the report. Only an original signature will be accepted.

CONTRACTOR'S EXPENDITURE REPORT INSTRUCTIONS

RFGA NO. HR954101

Arizona Department of Health Services

Accounting/Contracts

1740 W. Adams Street

Phoenix, Arizona 85007

Invoice #

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____

2. Contractor Name

3. Title of Program

4. Reporting Period Covered: From _____ To _____

4A. ☒ Cost Reimbursement -
Cumulative Actual Expenditures

☐ Fixed Price

4B. ☐ Periodic Report

☐ FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price					
5. COST REIMBURSEMENT (Actual Expenditures) A. Account Classification:		Approved Budget (a)	Prior Report Period Year to Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
Personal Services and ERE		\$ -	\$ -	\$ -	\$ -
Professional and Outside Services		\$ -	\$ -	\$ -	\$ -
Travel Expenses		\$ -	\$ -	\$ -	\$ -
Other Operating Expense		\$ -	\$ -	\$ -	\$ -
Capital Outlay Expense		\$ -	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -
6. FIXED PRICE A. Type of Unit:	Rate per Unit (1)	Number of Units Provided this Reporting Period (2)	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
TOTAL					

ADHS USE ONLY		THIS SECTION FOR ADHS ACCOUNTING USE ONLY				7. CONTRACTOR CERTIFICATION	
ADHS PROGRAM COORDINATOR CERTIFICATION: <input type="checkbox"/> Performance satisfactory for payment <input type="checkbox"/> Performance unsatisfactory, withhold payment <input type="checkbox"/> No payment due		Total Expenditures or total Fixed Price _____				I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.	
		Adj (if required): _____					
		Less: Year to date payments _____					
		Adj (if required): _____					
		Net payment due: _____					
		Index	PCA	AY	Amount		
PROGRAM COORDINATOR SIGNATURE/DATE		_____	_____	_____	_____	AUTHORIZED CONTRACTOR'S SIGNATURE/TITLE/DATE	
		_____	_____	_____	_____		
		_____	_____	_____	_____		